

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

Anthony J. Costanzo,  
Kimberly A. Katchen-Costanzo,  
*Debtors.*

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Case No. 24-11448-AMC  
Chapter 13

**Omnibus Objection to Claims**

AND NOW, Debtors Anthony J. Costanzo and Kimberly A. Katchen-Costanzo, through their attorney, object to various proofs of claim under 11 U.S.C. § 502, Fed. R. Bankr. P. 3007, and L.B.R. 3007-1. Claimants receiving this objection should locate their names and claims below.

The Debtor objects to the Disputed Claims listed below and attached as Exhibit A on the grounds that the debts are time-barred under Pennsylvania's statute of limitations and therefore unenforceable. The statute of limitations for a breach of contract claim in Pennsylvania is four years from the date of the breach. *See* 42 Pa. C.S. § 5525; *In re Freeman*, 540 B.R. 129, 136-37 (Bankr. E.D. Pa. 2015). At the same time, the statute of limitations is tolled while a bankruptcy case is pending and the automatic stay is in effect. *See* 42 Pa. C.S.A. § 5535(b).

In this case, the Debtors had three prior bankruptcy filings: Case No. 19-14882 (filed on August 2, 2019, and dismissed on February 5, 2020), Case No. 20-13982 (filed on October 5, 2020, and dismissed on March 14, 2024), and Case No. 24-11448 (filed on April 30, 2024, and pending). The statute of limitations is tolled for the entire duration that these cases were active. Accordingly, the effective tolling date for determining the validity of the Disputed Claims is the original statute of limitations

date is May 18, 2016. No payments were made on the Disputed Claims were made after May 18, 2016, rendering these claims time-barred under Pennsylvania law.

Because the statute of limitations regarding the debt listed in these proofs of claim has expired, the claims are unenforceable and must be disallowed under 11 U.S.C. § 502(b)(1). The Disputed Claims, each based on a written contract, are time-barred under Pennsylvania law and therefore should not be allowed to proceed.

### List of Disputed Claims

Claim No.	Claimant	Amount of Claim	Reason for Objection
1	Merrick Bank	\$2,908.84 (Fully Unsecured)	Statute of limitations expired (Last payment: 02/12/2016)
2	Merrick Bank	\$4,118.62 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/22/2016)
4	LVNV Funding, LLC	\$1,819.73 (Fully Unsecured)	Statute of limitations expired (Last payment: 03/30/2016)
5	LVNV Funding, LLC	\$698.33 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/19/2016)
6	LVNV Funding, LLC	\$4,586.47 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/15/2016)
7	LVNV Funding, LLC	\$1,057.39 (Fully Unsecured)	Statute of limitations expired (Last payment: 03/30/2016)
10	American Express National Bank	\$2,407.51 (Fully Unsecured)	Statute of limitations expired (Last payment: 02/2016)
12	LVNV Funding, LLC	\$9,603.56 (Fully Unsecured)	Statute of limitations expired (Last payment: 03/01/2016)
13	CACH, LLC	\$12,499.89 (Fully Unsecured)	Statute of limitations expired (Last payment: 05/17/2006)
18	CACH, LLC	\$11,905.08 (Fully Unsecured)	Statute of limitations expired (Last payment: 2013)
21	Bank of America, N.A.	\$1,188.07 (Fully Unsecured)	Statute of limitations expired (Last payment: 02/12/2016)
22	Bank of America, N.A.	\$5,246.92 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/08/2016)
23	Bank of America, N.A.	\$2,879.44 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/16/2016)

Claim No.	Claimant	Amount of Claim	Reason for Objection
24	Bank of America, N.A.	\$3,932.25 (Fully Unsecured)	Statute of limitations expired (Last payment: 01/18/2016)

For those reasons, the Court must grant relief in the form of order attached, and further in the Debtors' favor if necessary and proper under the law.

Date: August 22, 2024

CIBIK LAW, P.C.  
*Attorney for Debtors*

By: /s/ Michael A. Cibik  
Michael A. Cibik (#23110)  
1500 Walnut Street, Suite 900  
Philadelphia, PA 19102  
215-735-1060  
help@cibiklaw.com